

Memorandum



Date: (Public Hearing 11-06-07)
October 16, 2007

Agenda Item No. 5(L)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: 
George M. Burgess
County Manager

Subject: Ordinance Expanding and Contracting the Boundaries of the Palm Glades Community Development District (Commission District No. 8)

Recommendation

It is recommended that the Board adopt the attached Ordinance expanding by 15.85 acres and contracting by 5.87 acres the boundaries of the Palm Glades Community Development District (CDD) in unincorporated Miami-Dade County pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands of the expansion area within the jurisdiction of the CDD. The CDD boundaries as amended will increase the area encompassed by the CDD from 286.08 acres to 296.06 acres

Scope

This CDD is located within Commission District 8 and will provide funding for capital improvements as well as multipurpose maintenance functions within the CDD.

Fiscal Impact/Funding Source

Revising the Palm Glades Community Development District boundary will have no fiscal impact to Miami-Dade County. CDD funding is provided by private CDD liens and assessments against affected property and may be collected privately or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with Miami-Dade County. Costs to new owners within the CDD boundaries as amended will remain the same.

Track Record/Monitor

A special taxing district has been created to maintain the development's infrastructure such as private roadways, private area storm drainage and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as Miami-Dade County determines to implement the district. A petition to amend the previously created Silver Palm East and Silver Palm West Multipurpose Maintenance and Street Lighting Special Taxing District to reflect the amended boundaries of the Palm Glades CDD will be submitted.

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The original Palm Glades CDD proffered restrictive covenants which specified CDD costs to new owners and was recorded in the Public Records of Miami-Dade County at Clerk's File No. 2005R1224033 consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at time of closing. The restrictive covenant provides for notice in the public records of the projected taxes and assessments to be levied by the CDD, individual prior notice to the initial purchaser of a residential lot or unit within the development and provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments. A covenant to amend the original CDD restrictive covenants and releasing the removed property from the covenants and restrictions of the original Declaration of Restrictive Covenants has been provided along with a second Declaration of Restrictive Covenants covering the proposed expansion area.

This Board is authorized by the Florida Constitution and the Miami-Dade County Home Rule Charter to establish, expand or otherwise alter the boundaries of governmental units such as this CDD within Miami-Dade County and to prescribe such government's jurisdiction and powers.

The roads within this development are both public and private and will be maintained by Miami-Dade County and the CDD.



Afsele Flint
Assistant County Manager

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MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: November 6, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 5(L)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

☒ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Agenda Item No. 5(L)

Veto _____

11-06-07

Override _____

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF PALM GLADES
COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT" OR
"PETITIONER") TO EXPAND AND CONTRACT THE
BOUNDARIES OF THE DISTRICT ESTABLISHED BY
ORDINANCE NO. 05-181; PROVIDING SEVERABILITY,
EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes,
to provide an alternative method to finance and manage basic services for community
development; and

WHEREAS, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants
the Miami-Dade County Board of County Commissioners the authority to exercise all powers
and privileges granted to municipalities and counties by the laws of this State; and

WHEREAS, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive
County Chapter authority to establish all governmental units within Miami-Dade County and to
provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, at its meeting of October 18, 2005, the Board of County Commissioners of
Miami-Dade County adopted Ordinance No. 05-181, establishing the Palm Glades Community
Development District ("District" or "Petitioner") and providing for specific boundaries of the
District; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District may petition and the Board of County Commissioners has the authority to expand the boundaries of a community development district within its jurisdiction; and

WHEREAS, a public hearing has been conducted by the Miami-Dade County Board of County Commissioners in accordance with the requirements and procedures of Sections 190.005(2)(b) and 190.046(1), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the Petition to Expand and Contract the District Boundaries are true and correct; and

WHEREAS, the alteration of the District boundaries is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

WHEREAS, the area of land to be included in the expansion of the district boundaries is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community and the area of land being removed from the district boundaries does not impact such functionality; and

WHEREAS, the expansion of the District boundaries is the best alternative available for delivering the community development facilities and services to the expanded area that will be served by the District and the area of land being removed will not impact such delivery; and

WHEREAS, the proposed facilities and services to be provided by the District within the expanded area will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the District, as the boundaries of the District are expanded, is amenable to separate special-district government; and

WHEREAS, the owner of the property that is to be developed and served by the community development services and facilities to be provided by the District has submitted executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential lots or units within the expansion area with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner and contained in such covenants is a provision releasing that portion of lands to be removed from the CDD from the obligations of the aforesaid restrictive covenants; and

WHEREAS, having made the foregoing findings, after a public hearing, the Miami-Dade County Board of County Commissioners wishes to exercise the powers bestowed upon it by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to Expand and Contract the Boundaries of the Palm Glades Community Development District to include and remove the real property described in the petition attached hereto, which was filed by the District on May 8, 2007, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit "A."

Section 3. The external boundaries of the District as expanded are contiguous, and shall be depicted on the location map attached hereto and incorporated herein as Exhibit “B” and legally described in the Petition.

Section 4. The current members of the Board of Supervisors are as follows:

Greg McPherson

Sandy Chen

Mercedes Henderson

Angel Rodriguez

Miguel Avila

Section 5. The name of the expanded District shall remain “Palm Glades Community Development District.”

Section 6. Notwithstanding any power granted to the Palm Glades Community Development District pursuant to this Ordinance or Ordinance No. 05-181, neither the District nor any real or personal property or revenue in the District shall, solely by reason of the District’s creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 7. Except to alter the boundaries of the District as provided herein, this Ordinance does not affect, amend or modify Ordinance No. 05-181.

Section 8. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 9. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

Section 10. This Ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan






EXHIBIT "A"

BOARD OF COUNTY COMMISSIONERS

MIAMI-DADE COUNTY, FLORIDA

IN RE: PETITION PURSUANT TO
SECTION 190.046(1), FLORIDA STATUTES,
TO EXPAND AND CONTRACT THE BOUNDARIES OF
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

**PETITION TO EXPAND AND CONTRACT BOUNDARIES OF
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the "Board") of the Palm Glades Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District") by Ordinance No. 05-181 of Miami-Dade County, Florida (the "County") adopted on October 18, 2005 (the "Ordinance") hereby petitions the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the "Commission") in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), and the Miami-Dade County Charter, to expand and contract the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 286.0840 acres are currently within the external boundaries of the District.
2. That the Board desires to expand the boundaries of the District by adding approximately 15.85 acres as legally described on Exhibit A-1. Following such expansion of the

District's boundaries, all lands in the District will continue to be located wholly within the jurisdictional boundaries of the Miami-Dade County unincorporated area.

3. That the Board also desires to contract the boundaries of the District by removing approximately 5.8730 acres as legally described on Exhibit A-2. The District is currently providing no services or facilities to the area being removed.

4. That the real property to be included within the external boundaries of the District does not exceed 50% of the acres initially located within the boundaries of the District and all petitions of the District, including this petition, submitted to the Commission subsequent to the initial petition seeking establishment of the District do not encompass more than a total of 500 acres.

5. That annexed hereto as Composite Exhibit A-3 and made parts hereof are a district boundary map and legal description of the external boundaries of the District following the proposed expansion and contraction of such boundaries. No real property within the external boundaries of the District as proposed is to be excluded therefrom.

6. That annexed hereto as Exhibit B is the proposed timetable for construction of any District services to the area to be newly included in the District and the estimated cost of constructing the proposed services.

7. That annexed hereto as Composite Exhibit C and made a part hereof is evidence of the written consent to the inclusion of its property in the District by the owners (directly or as attorney in fact) of one hundred percent (100%) of the real property to be newly included within the District.

8. That annexed hereto as Exhibit D and made a part hereof is evidence of the written consent to the removal of its property from the District by the owner (directly or as

attorney in fact) of one hundred percent (100%) of the real property to be removed from the District.

9. That the future distribution, location, and extent of public and private uses within the District are limited to residential sites. The proposed uses are consistent with the Local Government Comprehensive Planning and Land Development Regulation Act, including, without limitation, the future land use plan element of the Miami-Dade County Comprehensive Plan. The future land use map of the Miami-Dade County Comprehensive Plan designates the land area within the legal description of the land to be newly included within the District as low density. The future land use map of the Miami-Dade County Comprehensive Plan designates the land area within the legal description of the land to be removed from the District as low density and estate density.

10. That annexed hereto as Exhibit E and made a part hereof is a statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes.

11. That following the proposed expansion and contraction of the District's boundaries, (i) the property within the District will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan; (ii) the property comprising the District will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community; (iii) the District will continue to present the best alternative available for delivering the community development facilities and services to the property that will be served by the District; (iv) the community development facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities;

and (v) the property comprising the District will be amenable to separate special-purpose government.

12. That all statements contained within this Petition are true and correct.

WHEREFORE, Petitioner, the Board of Supervisors of the Palm Glades Community Development District, hereby respectfully requests the Commission to:

A. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1)(b) of the Act to consider whether to grant the petition for the expansion and contraction of the District's boundaries and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

B. Grant the petition and enact an ordinance pursuant to applicable law amending the Ordinance establishing the District to reflect the new boundaries of the District.

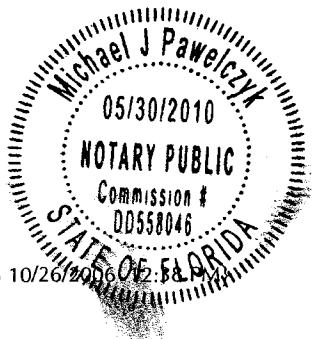
RESPECTFULLY SUBMITTED this 8th day of May, 2007.

**PALM GLADES COMMUNITY
DEVELOPMENT DISTRICT**

By: [Signature]
Name: Mercedes Henderson
Title: Chair

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2007, by MERCEDES HENDERSON, the Chair of the BOARD OF SUPERVISORS OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me [☒] or produced _____ as identification.



[Signature]
Notary Public
MICHAEL J. PAWELCZYK
Typed, printed or stamped name of Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF AREA TO BE ADDED TO DISTRICT

SILVER PALM EAST SECTION FIVE
LEGAL DESCRIPTION

Parcel 1:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

BOREK
LEGAL DESCRIPTION

The South 550 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:

Beginning at the NW corner of the South 550 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East; thence run South 00°36'32" East a distance of 20 feet to a point on the West line of the said NW $\frac{1}{4}$; thence run North 89°28'16" East a distance of 231.35 feet; thence run North 86°50'49" East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (East line SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$); thence run South 89°28'16" West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

EXHIBIT A-2

LEGAL DESCRIPTION OF AREA TO BE REMOVED FROM DISTRICT

SILVER PALM WEST
SETTLEMENT PARCEL REMOVED FROM THE PLAT
LEGAL DESCRIPTION

A portion of the East ½ of the East ½ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the East ½ of the NE ¼ of said Section 24; thence run N00°54'25"W along the West line of the said East ½ of the NE ¼ of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East ½ of the NE ¼ of Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the East line of the West 265 feet of the said East ½ of the NE ¼ of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East ½ of the SE ¼ of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East ½ of the SE ¼ of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.
2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02-7397
September 5, 2006

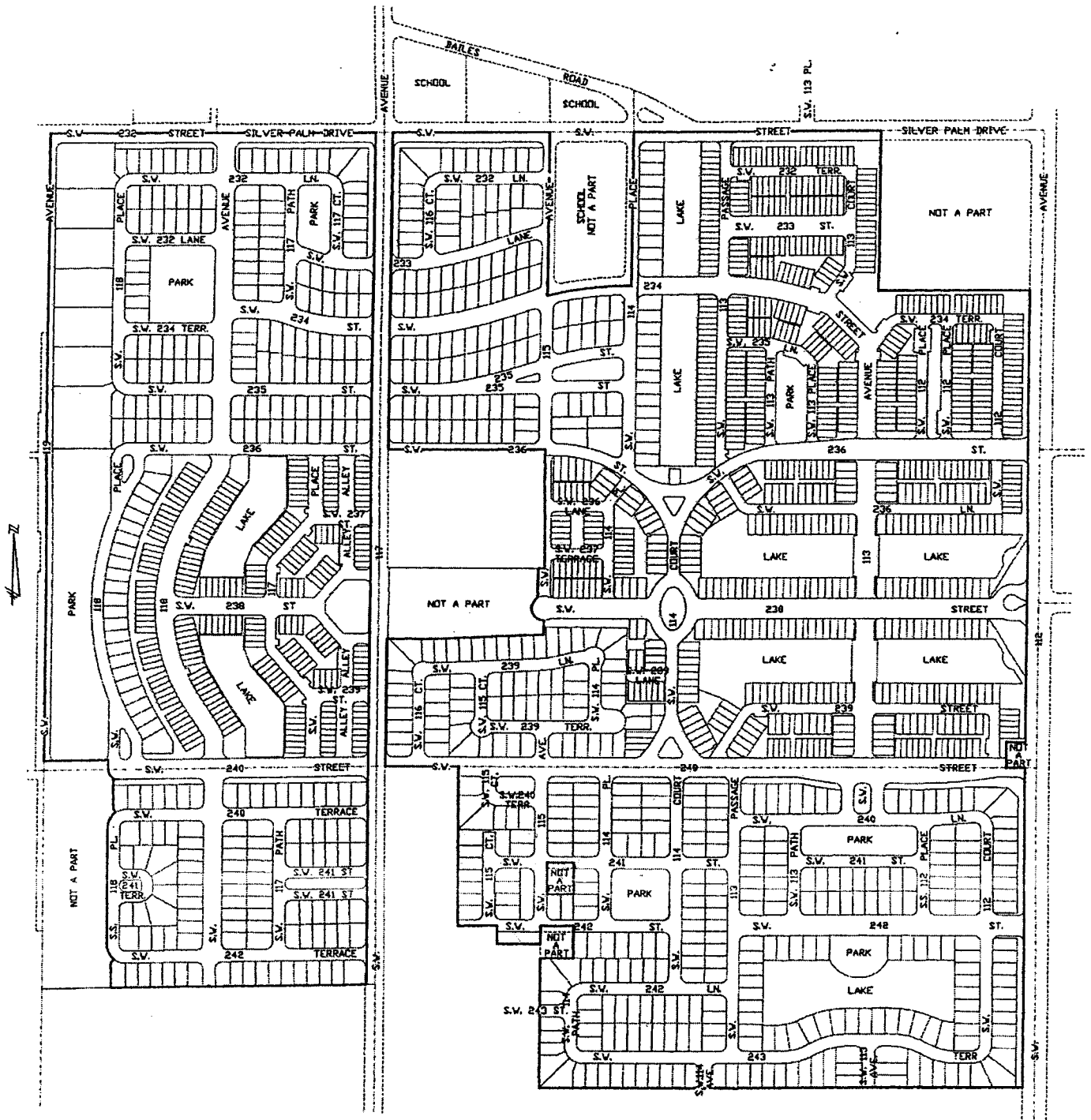
Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173
Phone: 305-279-5555

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COMPOSITE EXHIBIT A-3

BOUNDARY MAP AND LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES

DISTRICT BOUNDARIES



PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

SECTIONS: 19-56-40 & 24-56-39

EXHIBIT "A-3"

Exhibit A-3

LEGAL DESCRIPTION

SILVER PALM GLADE EAST
LEGAL DESCRIPTION

A portion of the West ½ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida; SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 23, at Page 22; AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 31, at Page 58; 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, at Page 28; FLORENCIA B HOLFERTY'S FARM, according to the plat thereof recorded in Plat Book 51, at Page 24, and the Rights-of-Way of S.W. 239th Terrace, S.W. 241st Street and S.W. 242nd Street, as shown on the above plats, all as recorded in the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Commence at the Northeast corner of the SW ¼ of said Section 19;

1. thence S89°28'16"W along the North line of the said SW ¼ of Section 19 for 50.00 feet to a point that is 50.00 feet West of, as measured at right angles to, the East line of the said SW ¼ of Section 19, said point being the POINT OF BEGINNING of the parcel herein described;
2. thence from the above established Point of Beginning run S00°17'33"E along a line that is 50.00 feet West of, and parallel with, the said East line of the SW ¼ of Section 19, for 1,320.68 feet to a point on the South line of the NE ¼ of the said SW ¼ of Section 19, said point also lying on the North line of the plat of MANGUS SUBDIVISION SECTION ONE, according to the plat thereof recorded in Plat Book 156, at Page 94, of the Public Records of Miami-Dade County, Florida;
3. thence S89°23'29"W along the said South line of the said NE ¼ of the SW ¼ of Section 19 and South line of the NW ¼ of the said SW ¼ of Section 19, and along the said North line of MANGUS SUBDIVISION SECTION ONE, the plat of MANGUS SUBDIVISION SECTION TWO, according to the plat thereof recorded in Plat Book 159, at Page 50 and the boundary line of the plat of SUMMERVILLE SUBDIVISION, according to the plat thereof recorded in Plat Book 162, at Page 44, of the Public Records of Miami-Dade County, Florida, for 1,945.10 feet to a point, said point being the Southwest corner of the SE ¼ of the said NW ¼ of the SW ¼ of Section 19;
4. thence N00°32'22"W along the West line of the said NE ¼ of the NW ¼ of the SW ¼ of Section 19, and along the said boundary line of the plat of SUMMERVILLE SUBDIVISION, for 528.74 feet to the Southwest corner of Tract 5 of the said plat of AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
5. thence N89°24'20"E along the South line of said Tract 5 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 132.00 feet;

SILVER PALM GLADE EAST
LEGAL DESCRIPTION CONTINUED

6. thence N00°32'22"W, parallel with the West line of said Tract 5 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 132.24 feet to a point on the centerline of said S.W. 242nd Street;
7. thence S89°24'38"W along the said centerline of S.W. 242nd Street for 132.00 feet to the end of said centerline, said point lying on the West line of the East ½ of the NW ¼ of the said SW ¼ of Section 19;
8. thence N00°32'22"W along the said West line of the East ½ of the NW ¼ of the SW ¼ of Section 19 for 25.00 feet to the Southwest corner of Tract 1 of said FLORENCIA B HOLFERTY'S FARM;
9. thence continue N00°32'22"W along the West line of the East ½ of the NW ¼ of the SW ¼ of Section 19 and along the West line of said Tract 1 of FLORENCIA B HOLFERTY'S FARM for 215.06 feet to the Northwest corner of said Tract 1 of centerline, said point lying on the West line of the East ½ of the NW ¼ of the said SW ¼ of Section 19;
10. thence N89°26'18"E along the North line of said Tract 1 of FLORENCIA B HOLFERTY'S FARM and along the said South Right-of-Way line of S.W. 241st Street for 25.00 feet;
11. thence S00°32'22"E for 107.00 feet;
12. thence N89°26'18"E for 107.65 feet;
13. thence N00°32'22"W for 132.00 feet to a point on the centerline of said S.W. 241st Street;
14. thence S89°26'18"W along the said centerline of S.W. 241st Street for 132.65 feet to the end of said centerline;
15. thence N00°32'22"W for 25.00 feet to the Southwest corner of Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
16. thence continue N00°32'22"W along the West line of said Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 110.31 feet to a point that is 292.00 feet South of, as measured at right angles to, the said North line of the SW ¼ of Section 19;
17. thence S89°28'16"W along a line that is 292.00 feet South of, and parallel with, the said North line of the SW ¼ of Section 19 for 333.28 feet to a point on the West line of the NE ¼ of the NW ¼ of the said SW ¼ of Section 19;
18. thence N00°34'50"W along the said West line of the NE ¼ of the NW ¼ of the SW ¼ of Section 19 for 262.00 feet to a point on the said North line of the SW ¼ of Section 19;

SILVER PALM GLADE EAST
LEGAL DESCRIPTION CONTINUED

19. thence N89°28'16"E along the said North line of the SW ¼ of Section 19 for 333.46 feet to the Northwest corner of the said Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
20. thence continue N89°28'16"E along the said North line of the SW ¼ of Section 19 and along the said North line of Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 333.46 feet to the Southwest corner of Tract 7 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
21. thence N00°30'14"W along the West line of said Tract 7 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS and its extension for 157.01 feet to the Southwest corner of Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
22. thence N89°27'22"E along the South line of said Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 103.00 feet;
23. thence N00°30'14"W for 107.04 feet to a point on the North line of said Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
24. thence S89°26'28"W along the said North line of Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 103.00 feet to the Northwest corner of said Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, said point lying on the East line of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of said Section 19;
25. thence N00°30'14"W along the said East line of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of said Section 19 for 315.98 feet to a point;
26. thence S89°28'16"W along a line that is parallel with the said South line of the NW ¼ of Section 19 for 333.82 feet to a point on the East line of the SW ¼ of the said SW ¼ of the NW ¼ of Section 19;
27. thence N00°32'20"W along the said East line of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, radial to the next described curve, for 29.61 feet to a point on a circular curve concave to the Northeast;
28. thence Southwesterly, Westerly, Northwesterly, Northerly and Northeasterly, along said curve to the right, having for its elements a radius of 50.00 feet and a central angle of 138°11'23" for an arc distance of 120.59 feet to a point of reverse curvature;
29. thence to the left along said curve, having for its elements a radius of 25.00 feet and a central angle of 48°11'23" for an arc distance of 21.03 feet to the point of tangency;

SILVER PALM GLADE EAST
LEGAL DESCRIPTION CONTINUED

30. thence N00°32'20"W for 108.96 feet to a point on the North line of the South ¼ of the NW ¼ of the said SW ¼ of the NW ¼ of Section 19;
31. thence N89°22'40"E along the said North line of the South ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 19 for 25.00 feet to the Southwest corner of the North ¼ of the West ½ of the NE ¼ of the said ¼ of Section 19;
32. thence N00°32'20"W along the West line of the said NE ¼ of the SW ¼ of the NW ¼ of Section 19 for 494.71 feet to the Northeast corner of the said NE ¼ of the SW ¼ of the NW ¼ of Section 19;
33. thence S89°19'19"W along the North line of the said SW ¼ of the NW ¼ of Section 19 for 633.54 feet to a point that is 35.00 feet East of, as measured at right angles to, the West line of the said NW ¼ of Section 19;
34. thence N00°36'32"W along a line that is 35.00 feet East of, and parallel with, the said West line of the NW ¼ of Section 19 for 1,317.58 feet to a point on the North line of the said NW ¼ of Section 19;
35. thence N89°10'24"E along the said North line of the NW ¼ of Section 19 for 635.16 feet to the Northeast corner of the NW ¼ of the NW ¼ of the said NW ¼ of Section 19;
36. thence S00°32'20"E along the East line of the said NW ¼ of the NW ¼ of the NW ¼ of Section 19 and its extension for 675.54 feet to a point on a circular curve concave to the Southeast, said point bearing N15°53'18"W from the center of said curve;
37. thence Northeasterly, along said curve to the right, having for its elements a radius of 1,050.00 feet and a central angle of 08°26'09" for an arc distance of 154.60 feet to the point of tangency;
38. thence N82°32'51"E for 60.18 feet to a point of curvature of a circular curve to the right;
39. thence to the right along said curve, having for its elements a radius of 700.00 feet and a central angle of 06°30'00" for an arc distance of 79.41 feet to the point of tangency;
40. thence N89°02'51"E for 44.19 feet to a point on the West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19;
41. thence N00°30'14"W along the said West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19 for 634.77 feet to the Northwest corner of the said West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19;
42. thence N89°10'24"E along the said North line of the NW ¼ of Section 19 for 1,015.38 feet to a point that is 660.00 feet West of, as measured at right angles to, the East line of the said NW ¼ of Section 19;

SILVER PALM GLADE EAST
LEGAL DESCRIPTION CONTINUED

43. thence S00°19'47"E along a line that is 660.00 feet West, and parallel with, the said East line of the NW ¼ of Section 19 for 660.02 feet to a point that is 660.00 feet South of, as measured at aright angles to, the said North line of the NW ¼ of Section 19;
44. thence N89°10'24"E along a line that is 660.00 feet South of, and parallel with, the said North line of the NW ¼ of Section 19 for 610.02 feet to a point that is 50.00 feet West of, as measured at right angle to, the said East line of the NW ¼ of Section 19;
45. thence S00°19'47"E along a line that is 50.00 feet West of, and parallel with, the said East line of the NW ¼ of Section 19, for 1,881.21 feet to a point on the North line of Lot 1 of Block 8 of said SOUTH MIAMI GARDENS;
46. thence S89°27'22"W along the said North line of Lot 1 of Block 8 of SOUTH MIAMI GARDENS for 75.00 feet to the Northwest corner of said Lot 1 of Block 8 of SOUTH MIAMI GARDENS;
47. thence S00°19'47"E along the West line of said Lot 1 of Block 8 of SOUTH MIAMI GARDENS and along the West line of Lot 2 of Block 8 of SOUTH MIAMI GARDENS for 107.41 feet to the Southwest corner of said Lot 2 Block 8 of SOUTH MIAMI GARDENS;
48. thence N89°28'16"E along the South line of the said Lot 2 Block 8 of SOUTH MIAMI GARDENS for 75.00 feet to the Point of Beginning.

NOTES:

1. The subject parcel contains 7,811,173 square feet (179.3199 acres), more or less.
2. The bearings are based on an assumed direction of S00°17'33"E along the East line of the SW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02- 7397-CDD
January 31, 2005

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No: LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173-5428
Phone: 305-279-5555

SILVER PALM GLADE WEST
LEGAL DESCRIPTION

AND

The East $\frac{1}{2}$ of the NE $\frac{1}{4}$, Less the East 35 feet thereof, AND the North 902.55 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Less the East 35 feet, of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, all being more particularly described as follows:

Begin at the Northwest corner of the said East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24; thence N89°04'16"E along the North line of the said NE $\frac{1}{4}$ of Section 24 for 1,320.06 feet to a point that is 35.00 feet West of, as measured at right angles to, the East line of the said NE $\frac{1}{4}$ of Section 24; thence S00°36'32"E along a line that is 35.00 feet west of, and parallel with, the said East line of the NE $\frac{1}{4}$ of Section 24 for 2,634.79 feet to a point that is 35.00 feet West of, as measured at right angles to, the East line of the said SE $\frac{1}{4}$ of Section 24; thence S00°37'18"E along a line that is 35.00 feet West of, and parallel with, the said East line of the SE $\frac{1}{4}$ of Section 24 for 0.66 feet to a point on the North line of the said SE $\frac{1}{4}$ of Section 24; thence continue S00°37'18"E along said line that is 35.00 feet West of, and parallel with, the said East line of the SE $\frac{1}{4}$ of Section 24 for 902.71 feet to a point that is 902.55 feet South of, as measured at right angles to, the said North line of the SE $\frac{1}{4}$ of Section 24; thence S88°18'35"W along a line that is 902.55 feet South of, and parallel with, the said North line of the SE $\frac{1}{4}$ of Section 24 for 1,305.02 feet to a point on the West line of the said East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 24; thence N00°42'48"W along the said West line of the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 24 for 902.68 feet to the Northwest corner of the said SE $\frac{1}{4}$ of Section 24; thence N00°54'25"W along the West line of the said NE $\frac{1}{4}$ of Section 24 for 2,652.77 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 4,650,646 square feet (106.7641 acres), more or less.
2. The bearings are based on an assumed direction of N89°0'16" along the North line of the NE $\frac{1}{4}$ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.
3. The above described parcel is approved by the Miami-Dade County Plat Committee as SILVER PALM WEST, T-21953

Prepared for:
Silver Palm Community Development District
Job No. 02-7397
March 14, 2005

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173-5428
Phone: 305-279-5555

AND

Parcel 1:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

AND

The South 550 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:

Beginning at the NW corner of the South 550 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East; thence run South $00^{\circ}36'32''$ East a distance of 20 feet to a point on the West line of the said NW $\frac{1}{4}$; thence run North $89^{\circ}28'16''$ East a distance of 231.35 feet; thence run North $86^{\circ}50'49''$ East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (East line SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$); thence run South $89^{\circ}28'16''$ West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

LESS THE FOLLOWING DESCRIBED REAL PROPERTY :

A portion of the East ½ of the East ½ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the East ½ of the NE ¼ of said Section 24; thence run N00°54'25"W along the West line of the said East ½ of the NE ¼ of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East ½ of the NE ¼ of Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the East line of the West 265 feet of the said East ½ of the NE ¼ of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East ½ of the SE ¼ of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East ½ of the SE ¼ of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.
2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02-7397
September 5, 2006

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173
Phone: 305-279-5555

EXHIBIT B

CONSTRUCTION TIMETABLE AND COST ESTIMATE FOR AREA TO BE INCLUDED WITHIN DISTRICT BOUNDARIES

<u>IMPROVEMENTS</u>	<u>COST ESTIMATE</u>	<u>START CONSTRUCTION</u>	<u>COMPLETE CONSTRUCTION</u>
Surface Water Management System	\$ 848,162	March 1, 2007	March 28, 2007
Water Distribution System Improvements	\$ 150,065	March 29, 2007	April 25, 2007
Wastewater Collection System	\$ 152,735	April 26, 2007	May 23, 2007
Roadway Improvements	\$ 403,059	May 29, 2007	June 19, 2007

Total \$ 1,554,021

COMPOSITE EXHIBIT C

**EVIDENCE OF WRITTEN CONSENT OF OWNER
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF PALM
GLADES COMMUNITY DEVELOPMENT DISTRICT**

EXHIBIT C

EVIDENCE OF WRITTEN CONSENT OF OWNER
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF PALM
GLADES COMMUNITY DEVELOPMENT DISTRICT

On this 20th day of February 2007, MICHAEL LATTERNER personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant, MICHAEL LATTERNER, is the manager of MD HOLDINGS LXIX, LLC, a Florida limited liability company (the "Company").

2. The Company is the fee title owner of the following described property, referred to as "Silver Palm East", to wit:

See Exhibit "A" attached hereto (the "Property").

3. Affiant hereby represents that he has full authority to execute all documents and instruments on behalf of the Company, including the Petition Pursuant to Section 190.046(1), Florida Statutes, To Expand and Contract the Boundaries of the Palm Glades Community Development District before the County Commission of Miami-Dade County, Florida.

4. The Property consists of approximately 12.4886 acres of real property located in unincorporated Miami-Dade County, Florida.

5. Affiant, on behalf of the Company, as the fee simple owner of the Property in the capacity described above, hereby gives its full consent to the expansion of the external boundaries of the Palm Glades Community Development District to include the Property therein.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of February 2007.

MD HOLDINGS LXIX, LLC, a Florida limited
liability company

By: 

Print: Michael Latterner

Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20th day of January 2007, by Michael Latterner, as Manager of MD HOLDINGS LXIX, LLC, a Florida limited liability company, on behalf of said company. He she is personally known to me [] or produced _____ as identification.



C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

C. Vargas
Notary Public
C. Vargas
Typed, printed or stamped name of Notary Public

Exhibit "A"
Legal Description for Affidavit

BOREK
LEGAL DESCRIPTION

The South 550 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:

Beginning at the NW corner of the South 550 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East; thence run South $00^{\circ}36'32''$ East a distance of 20 feet to a point on the West line of the said NW $\frac{1}{4}$; thence run North $89^{\circ}28'16''$ East a distance of 231.35 feet; thence run North $86^{\circ}50'49''$ East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (East line SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$); thence run South $89^{\circ}28'16''$ West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

**EVIDENCE OF WRITTEN CONSENT OF OWNER
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF PALM
GLADES COMMUNITY DEVELOPMENT DISTRICT**

On this 20th day of February 2007, MICHAEL LATTERNER personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant, MICHAEL LATTERNER, is the Manager of MD HOLDINGS III, LLC, a Florida limited liability company (the "Company").

2. The Company is the fee title owner of the following described property, referred to as the "Borek Parcel", to wit:

See Exhibit "A" attached hereto (the "Property").

3. Affiant hereby represents that he has full authority to execute all documents and instruments on behalf of the Company, including the Petition Pursuant to Section 190.046(1), Florida Statutes, To Expand and Contract the Boundaries of the Palm Glades Community Development District before the County Commission of Miami-Dade County, Florida.

4. The Property consists of approximately 3.363 acres of real property located in unincorporated Miami-Dade County, Florida.

5. Affiant, on behalf of the Company, as the fee simple owner of the Property in the capacity described above, hereby gives its full consent to the expansion of the external boundaries of the Palm Glades Community Development District to include the Property therein.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of February 2007.

MD HOLDINGS III, LLC, a Florida limited liability company

By: 

Print: Michael Latturner

Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20th day of January 2007, by MICHAEL LATTERNER, as Manager of MD HOLDINGS III, LLC., a Florida limited liability company, on behalf of said limited liability company. He is personally known to me [] or produced _____ as identification.

C. Vargas
Notary Public

C. Vargas
Typed, printed or stamped name of Notary Public



C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Exhibit "A"
Legal Description for Affidavit

SILVER PALM EAST SECTION FIVE
LEGAL DESCRIPTION

Parcel 1:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

EXHIBIT D

**EVIDENCE OF WRITTEN CONSENT OF OWNER
TO REMOVAL OF PROPERTY FROM WITHIN EXTERNAL BOUNDARIES OF
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

On this 20th day of February, 2007, MICHAEL LATTERNER personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant, MICHAEL LATTERNER, is the manager of SILVER PALM HOLDINGS OF HOMESTEAD, LLC, a Florida limited liability company (the "Company").

2. The Company is the fee title owner of the following described property, known as "Silver Palm West", to wit:

See Exhibit "A" attached hereto (the "Property").

3. Affiant hereby represents that he has full authority to execute all documents and instruments on behalf of the Company.

4. The Property consists of approximately 5.8730 acres of real property located in unincorporated Miami-Dade County, Florida.

5. Affiant, on behalf of the Company, as the fee simple owner of the Property in the capacity described above, hereby gives its full consent to the removal of the Property from within the external boundaries of the Palm Glades Community Development District.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of February 2007.

**SILVER PALM HOLDINGS OF
HOMESTEAD, LLC, a Florida limited liability
company**

By: 

Print: Michael Latturner

Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20th day of January 2007, by MICHAEL LATTENER, as manager of SILVER PALM HOLDINGS OF HOMESTEAD, LLC, a Florida limited liability company, on behalf of said limited liability company. He she is personally known to me [] or produced _____ as identification.



C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

C. Vargas
Notary Public

C. Vargas
Typed, printed or stamped name of Notary Public

Exhibit "A"
Legal Description for Affidavit

SILVER PALM WEST
SETTLEMENT PARCEL REMOVED FROM THE PLAT
LEGAL DESCRIPTION

A portion of the East ½ of the East ½ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the East ½ of the NE ¼ of said Section 24; thence run N00°54'25"W along the West line of the said East ½ of the NE ¼ of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East ½ of the NE ¼ of Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the East line of the West 265 feet of the said East ½ of the NE ¼ of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East ½ of the SE ¼ of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East ½ of the SE ¼ of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.
2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02-7397
September 5, 2006

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173
Phone: 305-279-5555

EXHIBIT E

STATEMENT OF ESTIMATED REGULATORY COSTS

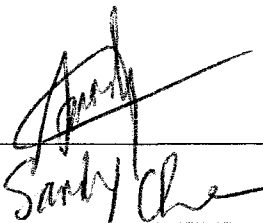
**JOINDER BY MORTGAGEE IN PETITION TO
EXPAND AND CONTRACT THE BOUNDARIES OF
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

(Joinder in Expansion)

To Miami-Dade County, Florida:

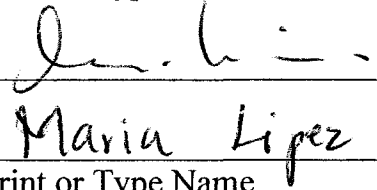
The undersigned, Lennar Homes, LLC, the Mortgagee under that certain second mortgage dated recorded on September 10, 2006 in Official Records Book 24892, Page 2577, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be added to the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of April 27, 2007, and executed by MD Holdings LXIX, LLC, in connection with the expansion of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 27 day of April, 2007.



Sandy Che

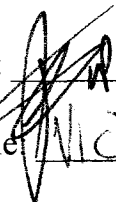
Print or Type Name



Maria Lipez

Print or Type Name

LENNAR HOMES, LLC

By: 

Title Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ray McLench, personally known to me to be the same person whose name is, as Vice President of Lennar Homes, LLC, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Lennar Homes, LLC, and delivered the said instrument as the free and voluntary act of Lennar Homes, LLC, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of April, 2007.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public, Print, Stamp or Type as Commissioned.)

- ☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

- ☐ DID take an oath, or
☒ DID NOT take an oath.

**JOINDER BY MORTGAGEE IN PETITION TO
EXPAND AND CONTRACT THE BOUNDARIES OF
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

(Joinder in Expansion)

To Miami-Dade County, Florida:

The undersigned, Wachovia Bank, National Association, the Mortgagee under that certain mortgage dated recorded on September 10, 2006 in Official Records Book 24892, Page 2540, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be added to the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of _____, 2007, and executed by MD Holdings LXIX, LLC, in connection with the expansion of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 10 day of April, 2007.

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: _____

Title: _____

Cauld Impusso

Paula Impusso

Print or Type Name

D. Bruce Hartman

D. BRUCE HARTMAN

Print or Type Name

STATE OF FLORIDA)
)
COUNTY OF Broward) ss:
)
)
COUNTY OF ~~MIAMI-DADE~~)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Myrna Becker, personally known to me to be the same person whose name is, as VP of Wachovia Bank, National Association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Wachovia Bank, National Association, and delivered the said instrument as the free and voluntary act of Wachovia Bank, National Association, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

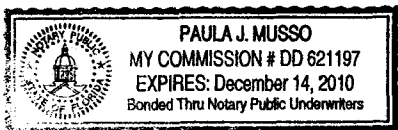
GIVEN under my hand and notarial seal this 10 day of April 2007.

Paula J. Musso
NOTARY PUBLIC, STATE OF FLORIDA

DD 621197
December 14, 2010.

(Name of Notary Public, Print, Stamp or Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:



- ☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

- ☒ DID take an oath, or
☐ DID NOT take an oath.

**JOINDER BY MORTGAGEE IN PETITION TO
EXPAND AND CONTRACT THE BOUNDARIES OF
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

(Joinder in Expansion)

To Miami-Dade County, Florida:

The undersigned, Wachovia Bank, National Association, the Mortgagee under that certain mortgage dated recorded on March 21, 2005 in Official Records Book 24345, Page 3525, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be added to the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of _____, 2007, and executed by MD Holdings III, LLC, in connection with the expansion of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 10 day of April, 2007.

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: _____

Title: _____

Paula Imusso

Paula Imusso

Print or Type Name

D. Bruce Hartman

D. BRUCE HARTMAN

Print or Type Name

STATE OF FLORIDA)
COUNTY OF Broward) ss:
COUNTY OF ~~MIAMI-DADE~~)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Myrlene Becker, personally known to me to be the same person whose name is, as VP of Wachovia Bank, National Association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Wachovia Bank, National Association, and delivered the said instrument as the free and voluntary act of Wachovia Bank, National Association, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

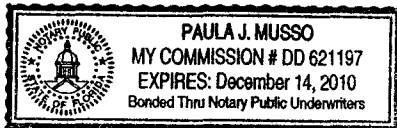
GIVEN under my hand and notarial seal this 10 day of April 2007.

Cauley J. Russo
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

DD 621197
December 14, 2010

(Name of Notary Public, Print, Stamp or Type as Commissioned.)



☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☒ DID take an oath, or
☐ DID NOT take an oath.

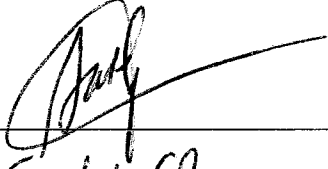
**JOINDER BY MORTGAGEE IN PETITION TO
EXPAND AND CONTRACT THE BOUNDARIES OF
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

(Joinder in Contraction)

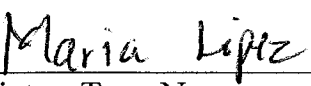
To Miami-Dade County, Florida:

The undersigned, Lennar Homes, LLC, the Mortgagee under that certain second mortgage from Silver Palm Holdings of Homestead, LLC, recorded on September 22, 2004, in Official Records Book 22672, Page 1087, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be removed from the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that (1) the property to be removed from the Palm Glades Community Development District was bound by the Declaration of Restrictive Covenants recorded in the public records of Miami-Dade County, Florida, at Official Records Book 23992, Page 3234 ("Declaration") and (2) that said property will no longer be bound by said Declaration as a result of that Amendment to Declaration of Restrictive Covenants dated as of April 27, 2007 and executed by Silver Palm Holdings of Homestead, LLC. This joinder is executed by Mortgagee in connection with the contraction of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 27 day of April, 2007.

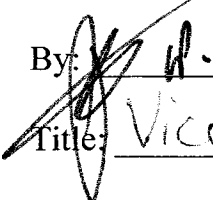


Sandy Che
Print or Type Name



Maria Lopez
Print or Type Name

LENNAR HOMES, LLC

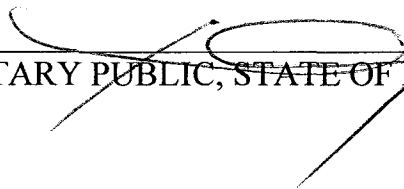
By: 

Title: Vice President

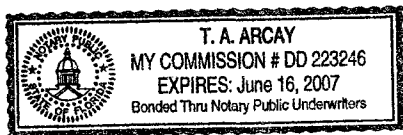
STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ray Melendi, personally known to me to be the same person whose name is, as Vice President of Lennar Homes, LLC, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Lennar Homes, LLC, and delivered the said instrument as the free and voluntary act of Lennar Homes, LLC, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of April, 2007.


NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public, Print, Stamp or Type as Commissioned.)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☒ DID NOT take an oath.

**JOINDER BY MORTGAGEE IN PETITION TO
EXPAND AND CONTRACT THE BOUNDARIES OF
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

(Joinder in Contraction)

To Miami-Dade County, Florida:

The undersigned, Wachovia Bank, National Association, the Mortgagee under that certain mortgage from Silver Palm Holdings of Homestead, LLC, recorded on September 22, 2004, in Official Records Book 22672, Page 1030, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be removed from the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that (1) the property to be removed from the Palm Glades Community Development District was bound by the Declaration of Restrictive Covenants recorded in the public records of Miami-Dade County, Florida, at Official Records Book 23992, Page 3234 ("Declaration") and (2) that said property will no longer be bound by said Declaration as a result of that Amendment to Declaration of Restrictive Covenants dated as of _____, 2007 and executed by Silver Palm Holdings of Homestead, LLC. This joinder is executed by Mortgagee in connection with the contraction of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 10 day of April, 2007.

Paula Imusso

PAULA IMUSSO

Print or Type Name

D. Bruce Hartman

D. BRUCE HARTMAN

Print or Type Name

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: [Signature]

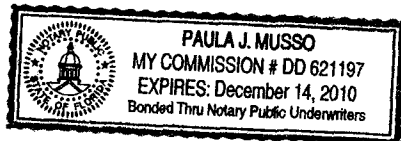
Title: V.P.

STATE OF FLORIDA)
 Broward) ss:
COUNTY OF ~~MIAMI-DADE~~)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Myrta Becker personally known to me to be the same person whose name is, as VP of Wachovia Bank, National Association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Wachovia Bank, National Association, and delivered the said instrument as the free and voluntary act of Wachovia Bank, National Association, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of April 2007.

NOTARY PUBLIC
SEAL OF OFFICE:



Paula Musso
NOTARY PUBLIC, STATE OF FLORIDA
DD 621197
Expires December 14, 2010

(Name of Notary Public, Print, Stamp or Type as Commissioned.)

- ☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

- ☒ DID take an oath, or
☐ DID NOT take an oath.

EXHIBIT "E"

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to expand and contract boundaries of **Palm Glades Community Development District** ("District"). The District is currently comprised of approximately 286.084 acres of land located within the unincorporated area of Miami-Dade County, Florida (the "County"). The District desires to expand the boundaries by adding approximately 15.85 acres and also contract the boundaries by removing approximately 5.873 acres. The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), F.S. (governing district formation or alteration) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Palm Glades Community Development District

The new boundaries of the District will comprise approximately 296.061 acres within Miami-Dade County, Florida. The District is designed to provide infrastructure, services, and facilities along with certain ongoing operations and maintenance to the Silver Palm development (the "Development"). The Development is planned for approximately 1,632 residential units.

A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002 (1) (a) F.S.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the county in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as The Palm Glades. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), F.S. (2002), defines the elements a statement of estimated regulatory costs must contain:

- (a) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
- (b) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.
- (c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.
- (d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. The County is not defined as a small county for purposes of this requirement.
- (e) Any additional information that the agency determines may be useful.
- (f) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

¹ For the purposes of this SERC, the term "agency" means Miami-Dade County and the term "rule" means the ordinance(s) which Miami-Dade County will enact in connection with the creation of the District.

2.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Development is approved for up to 1,632 residential units and currently expects to develop approximately 1,119 residential units in Phase 1 and 513 residential units in Phase 2. The District provides:

- i) surface water management and control systems, including, but not limited to earth work and landscaping,
- ii) water distribution and wastewater collection and transmission facilities,
- iii) onsite and offsite roadway improvements,
- iv) offsite water and sewer improvements,
- v) public parks, including landscaping and entry features in public rights of way, and
- vi) related incidental costs

to all of these residences through the proposed District facilities. It is not anticipated that anyone outside the Development would be affected by the rule creating the District, although the State of Florida and the County would be required to comply with the rule.

3.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, or in the case of Districts under 1000 acres, an ordinance of the general purpose government establishing the District, and any anticipated effect on state and local revenues.

3.1 Costs to Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement the proposed expansion and contraction of the boundaries of the District. The District as proposed will encompass under 1,000 acres, therefore, the County is the establishing entity under 190.005 (1) F.S. The modest costs to various State entities to implement the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small because the District is only one of many governmental

units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, the District has agreed to reimburse the Miami-Dade County for their reasonable legal fees and costs, which offsets such costs.

Miami-Dade County

The proposed land for the District is within the unincorporated area of Miami-Dade County, Florida (the "County") and consists of less than 1,000 acres. The County and its staff will process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources. The costs to review the record of the local hearing, the transcript of the hearing, and the resolutions adopted by the local general-purpose government will be offset by the filing fee required under 190.005 (1), F.S.

Such costs to the County are modest for a number of reasons. First, according to the Act, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning changes that are far more complex than is the petition to establish a community development district.

The annual costs to the County, because of the establishment of the District, are also very small. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County.

3.2 Impact on State and Local Revenues

Adoption of the proposed ordinance to expand and contract the boundaries of the CDD will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the Development. The District has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, is not a debt of the State, the County, or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

4.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services to the proposed new boundaries of the District. The surface water management system, water distribution system, wastewater collection and transmission facilities, roadway improvements, and related incidental costs, as described in Table 1, will be funded by the District.

**Table 1. The Palm Glades Community Development District
Proposed Facilities and Services**

FACILITY	FUNDED BY	O&M	OWNERSHIP
Stormwater System	CDD	CDD	CDD
Water & Sanitary Sewer Facilities	CDD	MDCWSD	MDCWSD
Roadways Improvements	CDD	CDD & COUNTY	CDD & COUNTY

CDD = Community Development District, MDCWSD = Miami-Dade County Water and Sewer Department, COUNTY = Miami-Dade County

The petitioner has estimated the design and development costs for providing the capital facilities to be provided by the District, as outlined in Table 1. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately \$1,554,021. The District may issue special assessment or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 2.

Prospective future landowners in the Development may be required to pay non ad valorem assessments levied by the District to secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also levy a non ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, locating in the District by new residents is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non ad valorem assessments as a tradeoff for the services and facilities that the

District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the seller to all prospective purchasers of property within the District.

A CDD provides the property owners with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, City/County provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the Development will receive three major classes of benefits.

First, those residents and businesses in the Development will receive a higher level of public services sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services will be completed concurrently with development of lands within the Development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, as applicable, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

The cost impact on the ultimate landowners in the Development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

Table 2. Cost Estimate for District Facilities

CATEGORY	COST
Surface Water Management System	\$ 848,162
Water Distribution System	\$ 150,065
Wastewater Collection System	\$ 152,735
Roadway Improvements	\$ 403,059
Total Estimated Cost of Improvements	\$1,554,021

5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the expansion and contraction of the boundaries of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts. This affords small businesses the opportunity to bid on District work.

The County has an estimated population that is greater than 10,000 according to the Miami-Dade County Chamber of Commerce Website, 2000 U.S. Census. Therefore the City is not defined as a "small city" according to Section 120.52, F.S.

6.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the petitioner's Engineer and other professionals associated with the petitioner.

7.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in Section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services-South Florida, LLC
September 14, 2006

APPENDIX A Reporting Requirements

Florida Special District Handbook

APPENDIX A: REPORTING REQUIREMENTS AT A GLANCE

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
AUDITOR GENERAL, LOCAL GOVERNMENT SECTION Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450			
Annual Financial Audit Report	Section 218.39, F.S. Chapter 10.550, <i>Rules of the Auditor General</i> . Handbook Section 2 - 4	<p>All special districts with either revenues or expenditures of more than \$100,000.00.</p> <p>All special districts with revenues or expenditures/expenses between \$50,000.00 and \$100,000.00 that have not been subjected to a financial audit for the two preceding fiscal years.</p> <p>A dependent special district that is a component unit of a county or municipality may provide for an annual financial audit by being included in the audit of that county or municipality. In such instances, that audit report must clearly state that the special district is a component unit of the county or municipality.</p>	Annually within 45 days after delivery of the audit report to the governmental entity, but no later than 12 months after fiscal year end. Two copies of the annual financial audit report must be submitted to the Auditor General.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

Florida Special District Handbook

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF COMMUNITY AFFAIRS, SPECIAL DISTRICT INFORMATION PROGRAM 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100			
Creation Documents and Amendments, including Codified Act, if applicable	Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Written Status Statement	Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval of creation document.
Dissolution Documents	Section 189.4042, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days of the dissolution effective date.
Merger Documents	Section 189.418, F.S. Section 189.4042, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days of the merger's effective date.
Special District Map and Amendments	Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Special District Fee Invoice (\$175.00) and Update Form	Section 189.427, F.S. Rule 9B-50.003, F.A.C. Handbook Section 1 - 3	All special districts.	Annually, by the due date on the Form (sent to all special districts around October 1).
Registered Agent and Office Initial Designation	Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Upon making the change.
Disclosure of Public Financing	Section 190.009, F.S.	All Community Development Districts.	At all times public financing is imposed.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

Florida Special District Handbook

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF ACCOUNTING 200 East Gaines Street, Tallahassee, Florida 32399-0354			
Annual Financial Report with a copy of the Annual Financial Audit Report attached, if required	Section 189.418, F.S. Section 218.31, F.S. Section 218.32, F.S. Handbook Section 2 - 3	All Housing Authorities; All independent special districts; All dependent special districts that are not component units of a local governmental entity.	Annually within 12 months of fiscal year end (9/30) and 45 days of audit completion. If no audit is required, file by April 30.
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF COLLATERAL MANAGEMENT 200 East Gaines Street, Tallahassee, Florida 32399-0345			
Public Depositor Annual Report to the Chief Financial Officer (Form DFS-J1-1009)	Section 280.17, F.S. Handbook Section 3 - 5	All special districts.	Annually by November 30.
Public Deposit Identification and Acknowledgment Form (Form DFS-J1-1295)	Section 280.17, F.S. Handbook Section 3 - 5	All special districts.	Execute at the time of opening the account and keep on file. Submit only in case of default of the qualified public depository.

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

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DEPARTMENT OF MANAGEMENT SERVICES, DIVISION OF RETIREMENT Bureau of Local Retirement Systems, Cedars Executive Center, Building C, 2639-C North Monroe Street, Tallahassee, Florida 32399-1560			
Actuarial Impact Statement for Proposed Plan Amendments	Section 112.63, F.S. Rule Chapter 60T-1.001, F.A.C. Handbook Section 2 - 6	Any special district proposing benefit changes to its defined benefit retirement plan.	When considering plan changes.
Defined Contribution Report	Section 112.63, F.S. Rule Chapter 60T-1.004, F.A.C. Handbook Section 2 - 6	Special districts with defined contribution plans.	Within 60 days of the reporting period's ending date.
Actuarial Valuation Report	Section 112.63, F.S. Rule Chapter 60T-1, F.A.C. Handbook Section 2 - 6	Special districts with defined benefit retirement plans.	At least every three years, within 60 days of completion.
DEPARTMENT OF REVENUE, PROPERTY TAX ADMINISTRATION PROGRAM, TRIM COMPLIANCE SECTION P.O. Box 3000, Tallahassee, Florida 32315-3000			
Truth-in-Millage Form DR421	Section 200.068, F.S. Handbook Section 3 - 3	Special districts that can levy taxes but will not do so during the year.	Annually by November 1.
Truth-in-Millage Compliance Package Report	Section 200.068, F.S. Handbook Section 3 - 3	Special districts levying property taxes.	No later than 30 days following the adoption of the property tax levy ordinance/resolution.
COMMISSION ON ETHICS P.O. Drawer 15709, Tallahassee, Florida 32317-5709			
Quarterly Gift Disclosure (Form 9)	112.3148, F.S. Handbook Section 3 - 1	Everyone required to file Form 1, receiving a gift worth over \$100.00, unless the person did not receive any gifts during the calendar quarter.	By the last day of the calendar quarter following any calendar quarter in which a reportable gift was received.

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
LEGISLATURE PRESIDENT OF THE SENATE (Florida Capitol, Suite 409, Tallahassee, Florida 32399-1100) SPEAKER OF THE HOUSE OF REPRESENTATIVES (Florida Capitol, Suite 420, Tallahassee, Florida 32399-1300) and EACH APPROPRIATE STANDING COMMITTEE OF THE LEGISLATURE			
Agency Rule Report	Section 120.74, F.S. Handbook Section 1 - 4	Certain Special Districts with adopted rules (see Handbook Section 1 - 4, page 20).	Initial by October 1, 1997, then by October 1 of every other year thereafter.
SPECIAL DISTRICT'S GOVERNING BOARD MEETING MINUTE RECORDER			
Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers (Form 8B)	Section 112.3143, F.S. Handbook Section 3 - 1	Special District Local Officers with Voting Conflicts.	Within 15 days after the vote occurs.
SPECIAL DISTRICT'S GOVERNING BOARD MEMBERS (EACH MEMBER)			
Actuarial Valuation Report	See Department of Management Services, Division of Retirement.		
Annual Financial Audit Report	See Auditor General, Local Government Section.		

Abbreviations: F.A.C. = Florida Administrative Code; F.S. = Florida Statutes

Florida Special District Handbook

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SPECIAL DISTRICT'S LOCAL GOVERNING AUTHORITY(IES)/LOCAL GENERAL-PURPOSE GOVERNMENT(S) (if municipality, file at the place they designate; if county(ies), file with the (each) clerk of the board of county commissioners)			
Budget or Tax Levy	Section 189.418, F.S. Handbook Section 2 - 2	All special districts.	When requested, provide to the local governing authority within the district's boundaries.
Public Facilities Initial Report	Section 163.3191, F.S. Section 189.415(2), F.S. Rule Chapter 9J-33, F.A.C. Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Within one year of the special district's creation.
Public Facilities Annual Notice of Any Changes	Section 163.3191, F.S. Section 189.415(2), F.S. Rule Chapter 9J-33, F.A.C. Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Annually. Contact each local general-purpose government for the due date.
Public Facilities Updated Report	Section 189.415(2)(a), F.S. Rule Chapter 9J-33, F.A.C. Handbook Section 1 - 6 Appendix B	Independent special districts (See Handbook Section 1 - 6, page 31).	Every five years, at least 12 months before the due date that each local general-purpose government must submit its Report to the Department of Community Affairs. See Appendix B.
Registered Agent and Office Initial Designation	Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, F.S. Section 189.418, F.S. Handbook Section 1 - 4	All special districts.	Upon making the change.
Regular Public Meeting Schedule	Section 189.417, F.S. Section 189.418, F.S. Handbook Section 3 - 2	All special districts.	Quarterly, semiannually, or annually.

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SPECIAL DISTRICT'S LOCAL LEGISLATIVE DELEGATION			
Draft Codified Charter as a Local Bill	Section 189.429, F.S. Handbook Section 1 - 4	All special districts with more than one Special Act.	December 1, 2004
SPECIAL DISTRICT'S RESIDENTS AND PROSPECTIVE RESIDENTS AND RESIDENTIAL DEVELOPERS (GIVE SUFFICIENT NUMBER OF COPIES TO THE DEVELOPERS FOR DISTRIBUTION TO EACH PROSPECTIVE INITIAL PURCHASER OF PROPERTY)			
Disclosure of Public Financing	Section 190.009, F.S.	All Community Development Districts.	At all times public financing is imposed.
STATE BOARD OF ADMINISTRATION, FINANCIAL OPERATIONS 1801 Heritage Boulevard, Suite 100, Tallahassee, Florida 32308			
Investment Pool Systems Input Documentation	Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund.	At the time of making any changes or updates to the account.
Resolution for Investment of Surplus Funds	Section 218.407, F.S. Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund.	At the time of investing surplus funds.

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
STATE BOARD OF ADMINISTRATION, DIVISION OF BOND FINANCE 1801 Hermitage Boulevard, Suite 200, P.O. Box 13300, Tallahassee, Florida 32317-3300			
Advance Notice of Bond Sale	Section 218.38, F.S. Handbook Section 2 - 5	All special districts as applicable.	Before selling certain general obligation bonds & revenue bonds or closing on any similar long-term debt instruments.
Bond Information Form/Bond Disclosure Form (BF2003/2004A & B)	Section 189.418, F.S. Section 218.38, F.S. Handbook Section 2 - 5	All special districts as applicable. New bond issues only.	Within 120 days after delivery of general obligation bonds and revenue bonds.
Bond Verification Form (BF2005)	Handbook Section 2 - 5	All special districts as applicable.	Within 45 days of the Division of Bond Finance's request.
Final Official Statement (Bonds)	Section 218.38, F.S. Handbook Section 2 - 5	All special districts as applicable.	Within 120 days after delivery of the bonds, if prepared.
IRS Form 8038 (Bonds)	Section 159.345(1), F.S. Section 159.475(1), F.S. Section 159.7055, F.S. Handbook Section 2 - 5	Special districts issuing Industrial Development or Research and Development Bonds.	Submit with the Bond Information Form & Official Statement, if any is published.

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SUPERVISOR OF ELECTIONS (LOCAL) In the County of the Reporting Person's Permanent Residence			
Statement of Financial Interests (Form 1)	Section 112.3145, F.S. Handbook Section 3 - 1	All "special district local officers" appointed to a special district or special district's board.	Within 30 days of accepting the appointment, then every year thereafter by July 1.
		All "special district local officers" elected to a special district's board.	During the qualifying period, then every year thereafter by July 1.
Final Statement of Financial Interests (Form 1F)	Section 112.3145, F.S. Handbook Section 3 - 1	All "special district local officers" who are required to file Form 1 and are leaving a public position.	Within 60 days of leaving a public position.
Quarterly Client Disclosure (Form 2)	Section 112.3145(4), F.S. Handbook Section 3 - 1	Certain special district local officers, depending upon their position, business or interests (See Handbook Section 3 - 1).	No later than the last day of the calendar quarter following the calendar quarter during which the representation was made.
Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event Related Expenses (Form 10)	Section 112.3148, F.S. Section 112.3149, F.S. Handbook Section 3 - 1	All special district local officers who file Form 1 and who received a reportable gift or expense.	Annually by July 1.
SUPERVISOR OF ELECTIONS (LOCAL) In the County in which the Special District of the Reporting Person has its Principal Office			
Interest in Competitive Bid for Public Business (Form 3A)	Section 112.313(12)(e), F.S. Handbook Section 3 - 1	Certain special district local officers (See Handbook Section 3 - 1).	Before or at the time of the submission of the bid.

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This instrument was prepared by:	
Name:	_____
Address:	_____ _____ _____
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") to Expand and Contract the Palm Glades Community Development District (the "District") filed [insert month, day, and year], and approved pursuant to Ordinance No. _____ enacted by the Board on [insert month, day, and year] (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the

District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration"):

1. COVENANTS.

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$22,192,843. EACH DETACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$18,051 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,242 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. EACH ATTACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$16,045 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,104 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT

CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$22,192,843. EACH DETACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$18,051 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,242 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. EACH ATTACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$16,045 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,104 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL

INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1.Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2.Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3 Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual

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Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 0 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or

applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION

OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [INSERT PURCHASE PRICE INFORMATION]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$22,192,843. EACH DETACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$18,051 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,242 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. EACH ATTACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$16,045 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,104 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR

OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative

Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments

including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN SILVER PALM COMMUNITIES. A PURCHASER OF PROPERTY IN SILVER PALM COMMUNITIES WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE SILVER PALM COMMUNITIES AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT *[INSERT APPROPRIATE CONTACT INFORMATION]*."

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1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of

the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the

covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

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This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. ELECTION OF REMEDIES.

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However,

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if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

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IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this 24th day of March, 2007

OWNER:

MD HOLDINGS LXIX, LLC, a Florida
limited liability company

By: 

Name: Michael Latterner
Title: Manager

Owner's Address: 13 SW 7th Street
Miami, Florida 33130

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Michael Latterner, the Manager of MD Holdings LXIX, LLC, this 24th day of March, 2007 who is personally known to me or who produced _____ as identification.



C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

C. Vargas
Notary Public, State of Florida at Large
Print Name: C. Vargas
My commission expires: 5/18/07

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OWNER:

MD HOLDINGS III, LLC, a Florida
limited liability company

By: 

Name: Michael Latterner
Title: Manager

Owner's Address: 13 SW 7th Street
Miami, Florida 33130

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Michael Latterner, the Manager of MD Holdings III, LLC, this 2nd day of March, 2007 who is personally known to me or who produced _____ as identification.



C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

C. Vargas
Notary Public, State of Florida at Large
Print Name: C. Vargas
My commission expires: 5/18/07

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Exhibit A

LEGAL DESCRIPTION

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SILVER PALM EAST SECTION FIVE
LEGAL DESCRIPTION

Parcel 1:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

BOREK
LEGAL DESCRIPTION

The South 550 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:

Beginning at the NW corner of the South 550 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East; thence run South $00^{\circ}36'32''$ East a distance of 20 feet to a point on the West line of the said NW $\frac{1}{4}$; thence run North $89^{\circ}28'16''$ East a distance of 231.35 feet; thence run North $86^{\circ}50'49''$ East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (East line SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$); thence run South $89^{\circ}28'16''$ West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

Exhibit B

CDD NOTICE

Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Detached Single Family	\$1,242	\$61	\$1,303
Attached Single Family	\$1,104	\$61	\$1,165

Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Detached Single Family	\$5	\$0	\$104
Attached Single Family	\$5	\$0	\$92

Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Detached Single Family	\$18,051	\$37,260
Attached Single Family	\$16,045	\$33,120

____ PURCHASERS INITIALS

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1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Silver Palm Communities (the "**Development**") are also located within the boundaries of the Palm Glades Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

____ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

____ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

____ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Detached Single Family Dwelling Unit is expected to be approximately \$1,242.00 (approximately \$104 per month), and on each Attached Single Family Dwelling Unit is expected to be approximately \$1,104.00 (approximately \$92 per

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month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Detached Single Family Dwelling Unit over the term of the Bonds [30 years] is approximately \$37,260.00, and on each Attached Single Family Dwelling Unit over the term of the Bonds [30 years] is approximately \$33,120.00.

____ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$61.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

____ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

____ PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: _____

Date: _____

Print Name: _____

Date: _____

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This instrument was prepared by:	
Name:	_____
Address:	_____

(Space Reserved for Clerk)	

**AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS**

WHEREAS, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Removed Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, Silver Palm Holdings of Homestead, LLC, a Florida limited liability company executed a Declaration of Restrictive Covenants, dated May 16, 2005, and recorded at Official Records Book 23992, Page 3234 in the Public Records of Miami-Dade County, Florida ("Declaration"); and

WHEREAS, the Declaration was executed in connection with the establishment of the Palm Glades Community Development District pursuant to Chapter 190, Florida Statutes, and Ordinance 05-181 of the Miami-Dade County Board of County Commissioners (the "Board"); and

WHEREAS, pursuant to Paragraph 5 of the Declaration, the Palm Glades Community Development District desires to amend the Declaration in connection with its Petition to Expand and Contract the Boundaries of the Palm Glades Community Development District (the "Petition") filed on [insert month, day, and year], and approved pursuant to Ordinance No.

_____ enacted by the Board on [insert month, day, and year] (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, the Ordinance removes the Removed Property from the real property lying within the boundaries of the Palm Glades Community Development District, thereby necessitating a modification to the Declaration to delete such Removed Property from that which is encumbered by the Declaration; and

WHEREAS, the Palm Glades Community Development District consents to this Amendment to Declaration.

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, agrees to this Amendment to Declaration of Restrictive Covenants covering and running with the Removed Property, and the Palm Glades Community Development District consents to the same in connection with its Petition, as follows:

1. RECITALS. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Amendment to Declaration.

2. DELETION OF PROPERTY. The Declaration of Restrictive Covenants dated May 16, 2005, and recorded at Official Records Book 23992, Page 3234, in the Public Records of Miami-Dade County, Florida ("Declaration") is hereby amended to delete, and Miami-Dade County hereby fully releases, the Removed Property more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, from the covenants and restrictions of the Declaration.

3. In all other respects not specifically amended by the Amendment to Declaration of Restrictive Covenants, the Declaration of Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Amendment Declaration of Restrictive Covenants this 20th day of January, 2007.

OWNER:
**SILVER PALM HOLDINGS OF
HOMESTEAD, LLC**, a Florida limited
liability company

By: 

Name: Michael Latterner
Title: Manager

Owner's Address: 13 SW 7th Street
Miami, Florida 33130

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Michael Latterner, the Manager of SILVER PALM HOLDINGS OF HOMESTEAD, LLC, a Florida limited liability company, this 20th day of January, 2007 who is personally known to me or who produced as identification.



C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

C. Vargas
Notary Public, State of Florida at Large
Print Name: C. Vargas
My commission expires: 5/18/07

The PALM GLADES COMMUNITY DEVELOPMENT DISTRICT hereby consents to and acknowledges this Amendment to Declaration of Restrictive Covenants in connection with its Petition to Expand and Contract the boundaries of the Palm Glades Community Development District filed with Miami-Dade County.

**PALM GLADES COMMUNITY
DEVELOPMENT DISTRICT**

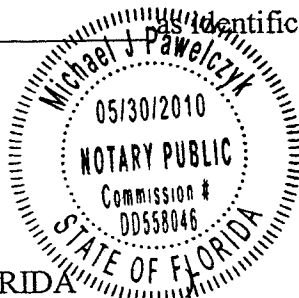
ATTEST:

[Signature]
Secretary/Assistant Secretary

By: [Signature]
Name: Mercedes Henderson
Title: Chair

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

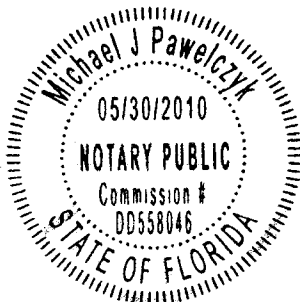
The foregoing instrument was acknowledged before me this 27th day of MARCH, 2007, by Mercedes Henderson, the Chair of the BOARD OF SUPERVISORS OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me [☒] or produced _____ as identification.



[Signature]
Notary Public
MICHAEL J. PAWELCZYK
Typed, printed or stamped name of Notary Public

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2007, by Luis Hernandez as Secretary/Assistant Secretary of the BOARD OF SUPERVISORS OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me [☒] or produced _____ as identification.



[Signature]
Notary Public
MICHAEL J. PAWELCZYK
Typed, printed or stamped name of Notary Public

RELEASE OF REMOVED PROPERTY FROM DECLARATION

Pursuant to Paragraph 5 of the Declaration of Restrictive Covenants recorded at Official Records Book 23992, Page 3234 of the Public Records of Miami-Dade County, Florida ("Declaration"), after a public hearing and pursuant to Board action on _____, 200__, the County Manager, on behalf of the Board of County Commissioners, hereby consents to and acknowledges this Amendment to Declaration of Restrictive Covenants, thereby releasing the Removed Property, as described herein, from the covenants and restrictions of the Declaration.

County Manager

Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by _____, as County Manager and on behalf of Miami-Dade County, Florida, this _____ day of _____, 200__ who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at Large
Print Name: _____
My commission expires: _____

Exhibit A

LEGAL DESCRIPTION

SILVER PALM WEST
SETTLEMENT PARCEL REMOVED FROM THE PLAT
LEGAL DESCRIPTION

A portion of the East ½ of the East ½ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the East ½ of the NE ¼ of said Section 24; thence run N00°54'25"W along the West line of the said East ½ of the NE ¼ of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East ½ of the NE ¼ of Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the East line of the West 265 feet of the said East ½ of the NE ¼ of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East ½ of the SE ¼ of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East ½ of the SE ¼ of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

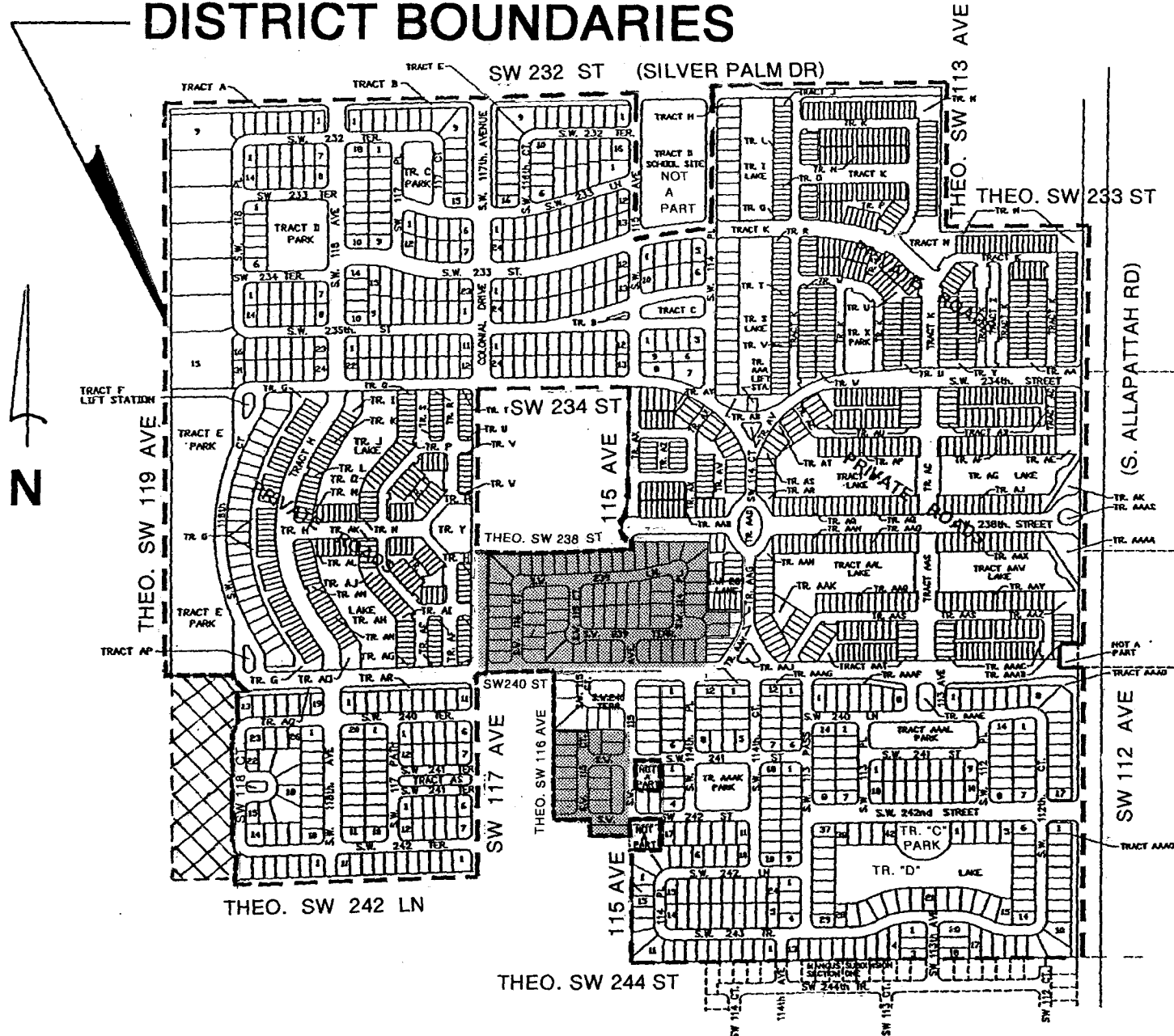
1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.
2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02-7397
September 5, 2006

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173
Phone: 305-279-5555

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DISTRICT BOUNDARIES



PALM GLADES

COMMUNITY DEVELOPMENT DISTRICT

(AMENDED BOUNDARIES)

(Revised 9/27/07)

NOTE: AREA SHOWN CROSS-HATCHED REMOVED FROM CDD

NOTE: AREAS SHOWN SHADED ADDED TO CDD

(COMM. 0008)

SECTIONS: 19-56-40 & 24-56-39

EXHIBIT "B"

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